

EXHIBIT A

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

**IN RE: NEW ENGLAND
COMPOUNDING PHARMACY, INC.
PRODUCTS LIABILITY LITIGATION**

MDL No. 1:13-md-2419-FDS

This Document Relates to:

**1:13-cv-12234-FDS May et al v. Ameridose,
LLC et al**

**1:13-cv-12238-FDS Carman et al v.
Ameridose, LLC et al**

**1:13-cv-12305-FDS Wiley et al v.
Ameridose, LLC et al**

**1:13-cv-12311-FDS Schulz et al v.
Ameridose, LLC et al**

**1:13-cv-12315-FDS Hester et al v.
Ameridose, LLC et al**

**1:13-cv-12426-FDS Davis et al v. Ameridose,
LLC et al**

**1:13-cv-12429-FDS Bequette et al v.
Ameridose, LLC et al**

**1:13-cv-12430-FDS Norwood et al v.
Ameridose, LLC et al**

**3:13-cv-00918 Ziegler et al v. Ameridose,
LLC et al**

3:13-cv-00919 Martin v. Ameridose, LLC et al

3:13-cv-00923 Reed v. Ameridose, LLC et al
3:13-cv-00929 Brinton v. Ameridose, LLC

et al
3:13-cv-00930 Lovelace v. Ameridose, LLC

et al
3:13-cv-00931 Ragland v. Ameridose, LLC

et al
3:13-cv-00932 Slatton et al v. Ameridose,

LLC et al
3:13-cv-00933 Rybinski v. Ameridose,

LLC et al
3:13-cv-00934 Lemberg et al v.

Ameridose, LLC et al
3:13-cv-00935 Ruhl et al v. Ameridose,

LLC et al
3:13-cv-00938 McElwee v. Ameridose,

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| LLC et al |) |
| 3:13-cv-00940 Robnett et al v. Ameridose, |) |
| LLC et al |) |
| 3:13-cv-00941 Sharer et al v. Ameridose, |) |
| LLC et al |) |
| 3:13-cv-00942 Johnson et al v. Ameridose, |) |
| LLC et al |) |
| 3:13-cv-00943 Knight v. Ameridose, LLC |) |
| et al |) |
| 3:13-cv-00951 Knihtila v. Ameridose, LLC |) |
| et al |) |
| 3:13-cv-00952 Sellers et al v. Ameridose, |) |
| LLC et al |) |
| 3:13-cv-00953 Barger et al v. Ameridose, |) |
| LLC et al |) |
| 3:13-cv-00954 Lodowski et al v. |) |
| Ameridose, LLC et al |) |
| 3:13-cv-00961 Skelton et al v. Ameridose, |) |
| LLC et al |) |
| 3:13-cv-00962 Chambers et al v. Ameridose, |) |
| LLC et al |) |
| 3:13-cv-00963 Hill et al v. Ameridose, |) |
| LLC et al |) |
| 3:13-cv-00964 Mathias v. Ameridose, LLC |) |
| et al |) |
| 3:13-cv-00965 Settle et al v. Ameridose, |) |
| LLC et al |) |
| 3:13-cv-00966 Miller v. Ameridose, LLC |) |
| et al |) |
| 3:13-cv-00967 Noble et al v. Ameridose, |) |
| LLC et al |) |
| 3:13-cv-00968 Eggleston et al v. |) |
| Ameridose, LLC et al |) |
| 3:13-cv-00969 Meeker et al v. Ameridose, |) |
| LLC et al |) |
| 3:13-cv-00970 Scott et al v. Ameridose, LLC |) |
| et al |) |
| 3:13-cv-00971 McCullouch et al v. |) |
| Ameridose, LLC et al |) |
| 3:13-cv-00972 McKee et al v. Ameridose, |) |
| LLC et al |) |
| 3:13-cv-00973 Kirby v. Ameridose, LLC et |) |
| al |) |
| 3:13-cv-00975 Richards v. Ameridose, |) |
| LLC et al |) |
| 3:13-cv-00977 Youree et al v. Ameridose, |) |

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| LLC et al |) |
| 3:13-cv-00978 Koonce et al v. Ameridose, |) |
| LLC et al |) |
| 3:13-cv-00979 Pelters et al v. Ameridose, |) |
| LLC et al |) |
| 3:13-cv-00984 Besaw et al v. Ameridose, |) |
| LLC et al |) |
| 3:13-cv-00985 Ferguson et al v. |) |
| Ameridose, LLC et al |) |
| 3:13-cv-00986 Hurt et al v. Ameridose, |) |
| LLC et al |) |
| 3:13-cv-00987 Wanta et al v. Ameridose, |) |
| LLC et al |) |
| 3:13-cv-00988 Russell et al v. Ameridose, |) |
| LLC et al |) |
| 3:13-cv-00989 Pruitt et al v. Ameridose, |) |
| LLC et al |) |
| 3:13-cv-00992 Young v. Ameridose, LLC |) |
| et al |) |
| 3:13-cv-00993 Sullivan et al v. Ameridose, |) |
| LLC et al |) |
| 3:13-cv-01033 Barnard v. Ameridose, |) |
| LLC et al |) |
| 3:13-cv-01032 Berry v. Ameridose, LLC et |) |
| al |) |

**SAINT THOMAS NETWORK’S OBJECTIONS AND RESPONSES
TO PLAINTIFFS’ STEERING COMMITTEE’S
FIRST SET OF REQUESTS FOR PRODUCTION**

Pursuant to Federal Rules of Civil Procedure 26 and 34, Saint Thomas Network (“STN”) submits its Objections and Responses to Plaintiffs’ Steering Committee’s First Set of Requests for Production as follows:

RESPONSE: Subject to and without waiving the foregoing objections, STN will produce non-privileged, responsive documents in the possession, custody, or control of this Defendant.

REQUEST NO. 34: Produce a copy of all contracts, agreements, and documents related to Saint Thomas Network's relationship with St. Thomas Hospital.

OBJECTION: STN objects to this request as it seeks information that is irrelevant, beyond the scope of permissible discovery under FED. R. CIV. P. 26, and not reasonably calculated to lead to the discovery of relevant or admissible evidence regarding any allegation in the Complaints. STN objects to this request as vague and ambiguous, as the word "relationship" is undefined. STN also objects to this request as overly broad and unduly burdensome because it is not appropriately limited in time. STN further objects to this request as seeking electronically stored information, without appropriately limited time constraints, that is not reasonably accessible due to undue burden or cost, and this burden and expense outweighs any likely benefit of the requested information.

RESPONSE: Subject to and without waiving the foregoing objections, STN will produce non-privileged, responsive documents in the possession, custody, or control of this Defendant.

REQUEST NO. 35: Produce a copy of all contracts, agreements, and documents related to Saint Thomas Network's relationship with Saint Thomas Health.

OBJECTION: STN objects to this request as it seeks information that is irrelevant, beyond the scope of permissible discovery under FED. R. CIV. P. 26, and not reasonably calculated to lead to the discovery of relevant or admissible evidence regarding any allegation in the Complaints. STN objects to this request as vague and ambiguous, as the word "relationship" is undefined. STN also objects to this request as overly broad and unduly burdensome because it is not appropriately limited in time. STN further objects to this request as seeking electronically stored information, without appropriately limited time constraints, that is not reasonably accessible due to undue burden or cost, and this burden and expense outweighs any likely benefit of the requested information.

RESPONSE: Subject to and without waiving the foregoing objections, STN will produce non-privileged, responsive documents in the possession, custody, or control of this Defendant.

REQUEST NO. 36: Produce a copy of all contracts or agreements between Saint Thomas Network and NECC.

RESPONSE: STN has no contracts or agreements with NECC.

REQUEST NO. 37: Produce a copy of all contracts or agreements between Saint Thomas Network and any supplier or distributor of steroids.

OBJECTION: STN objects to this request as it seeks information that is irrelevant, beyond the scope of permissible discovery under FED. R. CIV. P. 26, and not reasonably